



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize the City Manager to Execute an Agreement with Dan M. Haverty for Interim Fire Chief Services

**MEETING DATE:** May 4, 2011

**PREPARED BY:** City Manager

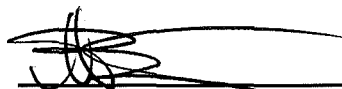
**RECOMMENDED ACTION:** Authorize the City Manager to execute an agreement with Dan M. Haverty for Interim Fire Chief services.

**BACKGROUND INFORMATION:** As the City Council is aware, the City has a vacant Fire Chief position. The current Chief retired effective May 2, 2011. In order to provide management of the department during the recruitment process, I am recommending that the City Council concur with my selection of Dan M. Haverty as the interim Fire Chief until such time that a permanent Chief is selected. A copy of the proposed employment agreement is attached.

Mr. Haverty has 30 years of fire service experience. He retired in 2010 as the Fire Chief in Folsom, CA. He previously was with the California Office of Homeland Security and Assistant Fire Chief for the Sacramento Metropolitan Fire District.

**FISCAL IMPACT:** No cost in excess of the current budget.

**FUNDING AVAILABLE:** \$7,200.00 bi-weekly.

  
Konradt Bartlam  
City Manager

Attachment

APPROVED:   
Konradt Bartlam, City Manager

## **TEMPORARY EMPLOYMENT AGREEMENT**

This Agreement is made and entered into as of May 4, 2011, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Dan M. Haverty, hereinafter called "Employee" both of whom agree as follows:

### **RECITALS:**

It is the desire of the City to retain the services of Employee on an interim basis to perform the functions of the Fire Chief.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### **1. GENERAL:**

City hereby agrees to employ Employee as the Interim Fire Chief of the City starting May 9, 2011 and Employee agrees to perform the functions and duties the City Manager shall from time to time assign to him.

#### **2. HOURS OF WORK:**

Employee has discretion as to his work schedule but must devote an average minimum of 40 hours per week to the job.

#### **3. COMPENSATION:**

City agrees to pay Employee during the term of the Agreement a salary of \$90.00 per hour (\$7,200 paid biweekly).

#### **4. BENEFITS:**

As a temporary employee, Employee shall not be entitled to any benefits set forth in the Executive Management Statement of Benefits including but not limited to PERS retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance. Employee acknowledges that his compensation is set higher than the City's regular Executive Management Employees as compensation for the waiver of benefits.

#### **5. TERMINATION:**

- (a) Termination by Employee - In the event Employee terminates this contract with City, he shall give City at least twenty-one (21) days advance written notice and shall be entitled to all earned compensation.
- (b) Termination by City - Employee's service shall be at will. The City Manager may terminate Employee at any time, with or without cause. Moreover, this agreement shall automatically terminate upon the hiring of a permanent Fire Chief. Employee shall be paid for all hours worked through the date of termination.

**6. MODIFICATIONS:**

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

**7. CONFLICT OF INTEREST:**

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

\_\_\_\_\_  
Konradt Bartlam  
City Manager

\_\_\_\_\_  
Dan M. Haverty, D.P.A

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

